

DRN-5062127



The complaint

Ms N has complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly refused to pay her claim for her dog under her pet policy.

What happened

Ms N's dog had a pre-existing spinal disc problem. It was decided that Ms N's dog should have an MRI scan to ascertain the extent of the possible spinal problem. This required a general anaesthetic in the usual way.

Very sadly, the general anaesthetic caused the dog's heart to slow down considerably, which then needed immediate treatment. It appears the medication used to help with the heart issue caused by the general anaesthetic had a terrible detrimental effect on Ms N's dog. The dog experienced seizures, blindness, altered mentation, and non-ambulatory tetraparesis. The dog subsequently required ICU care until she was discharged about 10 days later.

Ms N made a total of three claims to RSA, one for £576.06, the second for £5,807.66 and the third for £442.38. RSA after investigating the matter decided that because Ms N's dog was having an MRI for a pre-existing condition, the claim arose from how that MRI along with the general anaesthetic went wrong. It concluded since it was all to do with the pre-existing condition, that Ms N's claims were consequently excluded under the policy.

The vet involved in doing the MRI and indeed having to administer the further medications given the general anaesthetic caused the dog to have heart problems wrote to RSA saying it was his professional opinion that the cause of the complications is a separate medical condition and was an unforeseen circumstance due to a drug reaction. He felt that this was not medically linked to the condition for which the investigations were undertaken. Therefore, he didn't consider it to be a pre-existing condition. Treatment in ICU was provided for several days which would not have been otherwise necessary, had the complications and the reaction to the medication not occurred. Therefore, he believed that the claims should be approved on the basis of a separate condition.

RSA's qualified in-house vet said if there had been no pre-existing condition Ms N's dog would not have required the MRI, and she wouldn't have required the general anaesthetic so she wouldn't have suffered the slowing down of her heart rate. And then she wouldn't have required the medication to which she had such a gross reaction causing all of these other problems and necessary treatment. However, the proximate cause because of the adverse reaction is the pre-existing spinal condition. Therefore, that vet didn't think the claim should be paid.

Given RSA wouldn't change its stance, Ms N brought her complaint to us. The investigator didn't recommend that the complaint should be upheld. He felt that the causal change of events, the underlying condition, was declined fairly given the policy wording.

Ms N didn't agree so her complaint has been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

First, I do want to offer my condolences and sympathy to Ms N. It does appear that what happened to her dog was very unusual and very unforeseen. It had dreadful consequences for her dog's health who sadly died later from what I believe to be an unrelated event. Which Ms N also claimed for, and which RSA paid. However, there is no doubt that what happened to her dog given the MRI was very distressing and upsetting. I do understand that.

My role here is to decide what if anything RSA did wrong having regard to the terms and conditions of the policy, along with the evidence provided. Ms N has described in great detail how distressing the entire matter was for her. Not just the fact that RSA didn't pay her claim and that she had to find the money to pay for it herself, but also the fact that her dog was seriously ill afterwards and required a considerable amount of care and support. I can see that the entire matter was a considerable ordeal for Ms N, very understandably. It's important to note however, that RSA had no role in causing any of the issues that occurred to her dog. Its role is limited to merely deciding whether or not to accept Ms N's claim for the costs of treating her dog in this instance.

There's no dispute between the parties that the reason for the MRI was due to a pre-existing spinal condition, which is accepted as being excluded under this policy given the clear policy wording on what is a pre-existing condition. Therefore, I see no need to discuss anything to do with pre-existing conditions in any great length in this decision.

It's clear from both the evidence of Ms N's vet and indeed RSA's vet that on a causation basis, Ms N's dog required a general anaesthetic in order to endure an MRI. This is standard procedure, as no dog could lie still enough for the time an MRI takes to do, plus it tends to be very noisy with a lot of banging noises which would very likely frighten any dog or pet too. Sadly, the drugs used for the general anaesthetic caused the dog to have a significantly slow heartbeat which then required immediate treatment. The drug used for the slow heartbeat issue caused a significant adverse reaction in Ms N's dog to include seizures, blindness, altered mentation, and non-ambulatory tetraparesis which then required treatment in ICU. I consider there is no doubt this reaction was totally unforeseen and unexpected.

However, without needing the MRI, there would have been no need for the general anaesthetic. This would have meant the slow heartbeat issues wouldn't have occurred. And then the medication used to treat that slow heartbeat wouldn't have been needed. Consequently, the significant adverse reaction to the medication to correct the slow heartbeat, then wouldn't have occurred. So, there is a clear line of causation over what happened.

Ms N's vet said the following:

'I understand that you do not cover pre-existing conditions; however, these complications were unforeseen and were not a pre-existing condition.'

RSA's vet said the following:

'If there wouldn't have been this pre-existing condition, [name of dog] wouldn't have had the investigations, and she wouldn't have been given the medication that caused the reaction. The proximate cause of the adverse reaction is the pre-existing spinal condition. Therefore, it cannot be covered under the terms and conditions of the policy.'

On that basis, I consider the analysis of RSA's vet makes more sense from a causation point of view. Within the definition of pre-existing conditions, the policy says the following are also excluded:

'Illnesses or injuries which are medically linked to existing illnesses, injuries or physical abnormalities.'

I consider there is on balance also a likely medical link here given what occurred and how it occurred, as in one issue sadly led to the next issue culminating in the significant adverse reaction which Ms N's dog sadly suffered. So, in conclusion, I don't consider RSA did

anything wrong in deciding this claim can't be paid given this clear line of causation, emanating from investigating a pre-existing condition.

My final decision

Whilst I do understand and appreciate Ms N will be very disappointed with my decision, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 18 November 2024.

Rona Doyle
Ombudsman